

SALE AGREEMENT

BETWEEN

SUBIRA ALI MCHUMO

AND

PLAY MASTER GAMING CORPORATION LIMITED

Three handwritten signatures in blue ink are located at the bottom of the page. The signatures are stylized and appear to be in blue ink. The first signature on the left is a cursive scribble. The middle signature is more legible, possibly reading 'M. Mchumo'. The signature on the right is a circular scribble.

SALE AGREEMENT

CERTIFICATE OF TITLE NO 139901
L.O NO 530382
KMC/LD NO.16997
PLOT NO. 421 BLOCK 42
KINONDONI
KINONDONI- DISTRICT
DAR ES SALAAM

THIS AGREEMENT is made this ^{21st} day of March 2025

BETWEEN

SUBIRA ALI MCHUMO of P.O Box 105548 Dar es Salaam Tell phone Number 0754210180(hereinafter called "the Vendor") of the one part,

AND

PLAYMASTER GAMING CORPORATION LIMITED a limited Company duly registered and existing under CAP 41 of the laws of the United Republic of Tanzania with its registered office at Kinondoni, of Box 31920 Dar es Salaam email address info@playmastertanzania.co.tz Tell phone Number 0659475292 (herein after called "the Purchaser") of the other part.

WHEREAS the Vendor is the owner of the Property registered under **Certificate of Title No.139901, L.O No. KMC/LD/1699, Plot No. 421, Block 42** Kinondoni Kinondoni District-Dar es Salaam, Square meter Three Hundred and Sixty- Five (365) (hereinafter referred to as "the Property")

AND WHEREAS the Vendor is desirous of selling to the Purchaser and the Purchaser on its part is desirous of buying the Property on as is where is basis at a consideration of Tanzanian Shillings Seven Hundred Million and Four Hundred Thousand Only (Tsh 700,000,000), (hereinafter referred to as the "Purchase Price")

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Vendor hereby agrees to sell to the Purchaser and the Purchaser on its part agrees to purchase the Property from the Vendor at a Purchase Price of Tanzanian Shillings Seven Hundred Million only (700,000,000/)



- a) The Purchase price shall be paid in THREE (3) installments through Bank Transfer to the Vendor's Bank Account with particulars and respective amount as indicated below

VENDOR BANK DETAILS

NAME: MS SUBIRA ALI MCHUMO
BANK: STANBIC BANK (T) LIMITED
ACCOUNT NUMBER 9120002645678 (TZS)

- AND upon signing this agreement the Vendor is acknowledging to receive the first installment of Tanzania Shillings Two Hundred Million (200,000,000/) and on 15th day of April 2025 Purchaser shall pay to the Vendor Three Hundred Million (300,000,000/) as the second installment and the last installment of Tanzanian Shilling Two Hundred Million (200,000,000/) shall be paid on 30th day of April 2025, whereas the vendor upon receiving the last installment she will have no any outstanding amount arising from this agreement.

If the Purchaser fail to comply with the above provision within the specified time, Vendor shall return the money to the purchaser and be entitled financial compensation of 10% of the payment amount as a remedy for breach of contract.

(b) Upon payment of the **Full Purchase Price** the Vendor shall surrender all documents evidencing title to the land and hereby undertake to execute all documents to facilitate the transfer of the title to the Purchaser.

2. The parties to this Agreement hereby agree that upon payment of the **full Purchase Price** and on date not exceeding 65 days after the payment of first installment Vendor shall deliver vacant possession of the Property together with all the buildings, fixtures above and below the ground and plants thereon growing to the land, save for generators, air conditioners and hard wood door to the ground floor Meeting Poom.
3. The Parties hereto agree that they shall simultaneously with the execution of this agreement execute a Deed of Transfer for the conveyance of the property by the Vendor to the Purchaser and shall use their best endeavors to seek and obtain consent or cause to be sought and obtained consent from the Commissioner of Lands or other duly authorized in that behalf to this disposition.

The Vendor warrants the following:-

- (a) They have good and authentic title to the Property and the property is not subject to any mortgage, charge, lien lease or other encumbrances of any nature whatsoever.;
- (b) All restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting the Property have been observed and performed and no notice of any breach of any of the same have been received by the Vendor;
- (c) The Vendor, as to her best knowledge, she is not aware of any encroachment by the Property onto any neighboring property;

[Handwritten signature]

[Handwritten signature]

- (d) The Vendor is not aware of any intended expropriation of the Property or any portion of it;
4. The Vendor and the Purchaser recognize and agree that this Agreement and the Deed of Transfer are subject to the approval of the Commissioner for Lands to transfer the Right of Occupancy.
 5. The Purchaser shall execute this Agreement and submit to the Tanzania Investment center or its successor purposely for obtain Derivative Right,
 6. The Purchaser is not allowed to create third party interest in the Property until approval of the Commissioner for Lands to transfer the Right of Occupancy is received and payment of the full Purchase Price.
 7. Both parties shall bear charges, costs and expenses in connection with arising out or necessary for giving effect to this Agreement and the Deed of Transfer including, but not limited to stamp duty, registration fees, and Capital gain tax.
 8. The Transferor and the Transferee hereby agree that in case any breach of any of the terms and conditions of the contract, the party aggrieved shall be at liberty to institute a civil action in a court of law with competent jurisdiction for legal redress.
 9. The execution or completion of this Agreement or performance of its terms will not result in any breach of any Agreement to which the Vendor is a party or of any Court Order
 10. No Agreement varying adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations in this Agreement where such failure is as result of Acts of Nature (including fire, flood, earthquake ,storm, hurricane or other natural disaster),war invasion, act of foreign enemies, hostilities (whether war is declared or not) civil war ,rebellion, revolution ,insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

DISPUTE SETTLEMENT

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter shall be referred to court of Tanzania with competent jurisdiction where the property is located.

MISREPRESENTATION



MISREPRESENTATION

The parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

RIGHT TO REMEDIES

Without prejudice to any damages that may be claimed, if a fact or circumstance that gives rise to supposed breach of this Agreement is capable of remedy by a Party, it shall not lead to the termination of this Agreement to the extent that such Party remedies the relevant breach in full within 7 days following notification of the fact or circumstance by the other party to this Agreement.

CONFIDENTIALITY

Both Parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement confidential and to treat such information with highest of care.

APPLICABLE LAW

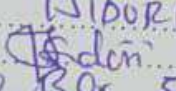
This Agreement is governed by the laws of the United Republic of Tanzania. Any matters or questions arising in relation to its interpretation shall be in accordance with the laws of the United Republic of Tanzania

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending seal, names and signature in appearing hereunto this 21st day of March 2025.

SIGNED and DELIVERED by the Said **SUBIRAALI MCHUMO** who has been identified to me by the latter being known to me personally this 21st day of March 2025.


VENDOR



BEFORE ME:-
NAME JOYCE ISIDORI
SIGNATURE 
POSTAL ADDRESS P.O. Box 55008 Dar es Salaam
QUALIFICATION ADVOCATE



SEALED with COMMON SEAL OF PLAYMASTER GAMING CORPORATION LIMITED this 21st Day of March 2025

COMPANY SEAL

Name: GEORGE AZNARYAN
Position: DIRECTOR
Signature: [Signature]
Date: 21st March 2025



AND
Name: MOURICE EDHAMBAS MESTACK
Qualification: DIRECTOR
Signature: [Signature]
Date: 21st March 2025



BEFORE ME:-
NAME: JOYCE NIDORI
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. Box 55005 ASM
QUALIFICATION: ADVOCATE

